合同编号：2023-ERGS-XSTL-ZL-019
Broj ugovora:2023-ERGS-XSTL-ZL-019
Contract number: 2023-ERGS-XSTL-ZL-019

设备租赁合同
Ugovor o najmu opreme
Equipment lease contract

项目名称：履带式挖掘机、推土机租赁
Naziv predmeta: Crawler excavator and bulldozer rental
Item name: Iznajmljivanje bagera gusjeničara i buldožera

承租方：山东省路桥集团有限公司塞尔维亚分公司
（甲方）

出租方：DOO KREMENCOOP, NOVI SAD
（乙方）

Najmoprimac: Shandong Luqiao Group Co., Ltd. Ogranak Beograd-Novi Beograd

Najamodavac: DOO KREMENCOOP, NOVI SAD
Lesser: Shandong Luqiao Group Co., Ltd. Ogranak Beograd-Novi Beograd

Lessee:DOO KREMENCOOP, NOVI SAD
签署地点：苏博蒂察市
签署日期：

Mesto potpisivanja: Grad Subotica
Datum potpisivanja:
Signing place: City of Subotica
Signing date:

设备租赁合同
Ugovor o najmu opreme
Equipment lease contract

承租方（下称甲 山东省路桥集团有 公司塞尔维亚分公 出租方（下称乙 DOO KREMENCOOP, NOVI SAD 为明确甲乙双方的权利和义务、按照平等互利、公平自愿的原则，经甲乙双方充分协商，就甲方向乙方租赁以下设备达成如下协议： 一、设备使用地点：苏博蒂察市、巴奇卡多波拉市山东路桥施工现场 二、租赁设备情况及租金。	Najmoprimac (u daljem tekstu Strana A): Shandong Luqiao Group Co. Ltd Ogranak Beograd Novi Beograd Najmodavac (u daljem tesktu Strana B) DOO KREMENCOOP, NOVI SAD U cilju definisanja prava i obaveze obe strane, na principima ravnopravnosti, obostrane dobiti, poštenja i slobodne volje, posredstvom potpunog dogovora dve strane, sastvaljen je sledeći sporazum o najmu opreme po kom Strane A uzima u najam od Strane B opremu:	Lessee (hereinafter referred to as Party A): Shandong Road and Bridge Group Co., Ltd. Company Serbia Branch Lessor (hereinafter referred to as Party B): DOO KREMENCOOP, NOVI SAD In order to clarify the rights and obligations of both parties, in accordance with the principles of equality, mutual benefit, fairness and voluntariness, after full consultation between parties A and B, the following agreement is reached on the lease of the following equipment from party A to party B: 1. Construction site of Shandong Road and Bridge in Subotica and Bachka Dopola 2. Leasing equipment and rent:

	1. Gradilište puta i mosta Shandong u Subotici i Bačka Dopola 2. Detalji o najmu opreme i najmanina:	

设备名称 Naziv opreme Equipment name	规格型号 tip type	数量（台）Količina Quantity（kom）	使用天数 dana korišćenja days of use	不含税单价（美元/天）Jedinična cena bez poreza (USD/days) Unit price without tax (USD/dana)	含税单价（美元/天）jedinična cena sa porezom (USD/days) Unit price with tax (USD/dana)	含税总金额(美元) Ukupan iznos sa porezom (USD) Total amount with tax (USD)	备注 Napomen remarks
履带式挖掘机 Crawler excavator bagera	22T	2	60	500	600	36000	
推土机 bulldozer buldožera	10T	1	20	500	600	12000	
合计 ukupno total						48000	

以上租赁时间为暂估时间，合同总价（含增值税）为48000美元。 其中，不含税价款为40000美元，增值税为8000	Gore navedeni period zakupa predstavlja procenjeni period. Ukupna vrednost ugovora (uključuje PDV) 48000 USD. Pri čemu je cena bez PDV-a	The above lease term is an estimated period. The total contract value (including VAT) is 48000 USD. Among them, the price without

美元。 乙方需向甲方开具发票： 税率为：20% 租赁设备的技术或使用性能要求： 三、乙方向甲方所租赁设备配备操作人员1人/台。 四、期限及租金结算方式： 4.1双方协商本次租赁时间为自乙方设备进场之日起至甲方通知乙方设备退场之日止。甲方租赁乙方设备在此段时间内完成本工程任务。 4.2工作时间要求：每天工作时间为10小时，超出时间计入加班时间，另算加班费，加班费(超过10小时)按50美元（不含税）/小时计算。 4.3该设备进退场费用由乙方负责。	40000 USD PDV iznosi 8000 USD. Strana B mora Strani A izdati fakturu: Stopa poreza je: 20% Tehnički zahtevi ili zahtevane performanse za opremu u najmu: 3.Strana B će Strani A obezbediti 1 vozača/operatera po najmljenoj opremi. 4.Rokovi i način plaćanja najmnine: 4.1 Obe strane su se dogovorom odredile da trajanje predmetnog najma počinje od dana kada oprema Strane B uđe na gradilište a završava se na dan kada Strana A obavesti Stranu B da je oprema napustila gradilište. Strana A će u naznačenom vremenskom periodu najma opreme Strane B završiti projektni zadatak. 4.2 Uslovi za radno vreme: Radno vreme je 10 sati dnevno. Prekovremeni rad se računa kao prekovremeni sati, a naknada za prekovremeni rad se obračunava posebno. Nadoknada za prekovremeni rad (preko 10 sati) se obračunava po računici od 50 USD (bez poreza) po satu. 4.3 Strana B će biti odgovorna za ulazne i izlazne troškove opreme, 4.4 Ukoliko zbog kvara mašine Strane B prestanu sa radom,	tax is 40000 USD, and the value-added tax is 8000 USD. Party B shall issue an invoice to Party A: The tax rate is: 20% Technical or performance requirements for rental equipment: 3. Party B shall be equipped with 1 operator/unit for the equipment leased by Party A. 4. Duration and rent settlement method: 4.1 The two parties agreed that lease time starts from the date when Party B's equipment enters the site to the day when Party A informs Party B that the equipment leaves the site. Party A leases Party B's equipment to complete the project within this period. 4.2 Working hours requirements: The working hours are 10 hours per day. The excess time is counted as overtime hours, and overtime pay is calculated separately. Overtime pay (over 10 hours) is calculated at a rate of 50 USD (excluding tax) per hour. 4.3 Party B shall be responsible for the entry and exit costs of the equipment, 4.4 If the machines of Party B

4.4 乙方机械因故障停机，应在8小时内恢复使用，如果超过8小时，按设备租赁不含税单价扣当日租金。乙方由于机械故障原因造成连续停工两天以上，超出两天部分按实际天数不计租金，如因乙方设备原因导致租赁设备无法正常使用达5天以上，乙方应更换设备或被解除合同，并赔偿甲方因此造成的停窝工损失。 乙方设备在租用期间，若技术状况低差，无法保证甲方正常生产需要，甲方有权要求乙方更换，乙方须尽快联系同等设备，满足甲方正常使用，期间发生的费用由乙方负担。	moraju se vratiti u upotrebu u roku od 8 sati. Ukoliko bude duže od 8 sati, zakup za taj dan će se odbiti na osnovu jedinične cene zakupa opreme bez PDV-a. Ukoliko je mašina Strane B suspendovana više od dva uzastopna dana zbog mehaničkog kvara, zakup se neće obračunavati na osnovu stvarnog broja dana koji prelazi ta dva dana. Ako se iznajmljena oprema ne može normalno koristiti duže od 5 dana iz razloga mehanizacije Strane B, Strana B će zameniti opremu ili raskinuti ugovor i nadoknaditi Strani A sve gubitke uzrokovane obustavom rada. Za vreme korišćenja zakupljene opreme Strane B, ako dođe do tehničkih nedostataka usled kojih se ne mogu zadovoljiti normalne potrebe proizvodnje Strane A, Strana A ima pravo da zahteva od Strane B da izvrši zamenu, Strana B mora u najkraćem roku doći do opreme iste klase kako bi zadovoljila zahteve korišćenja Strane A. Sve troškove nastale tokom ovog perioda snosi strana B.	stop working due to a malfunction, they must be restored to use within 8 hours. If it exceeds 8 hours, the lease for the day will be deducted based on the equipment lease unit price excluding tax. If Party B's machinery has been suspended for more than two consecutive days due to mechanical failure, the lease will not be calculated based on the actual number of days exceeding the two days. If the leased equipment cannot be used normally for more than 5 days due to the reasons of Party B's machine, Party B shall replace the equipment or terminate the contract, and compensate Party A for any losses caused by work stoppage. During the rental period of Party B's equipment, if the technical condition of Party B is poor and cannot guarantee the normal production needs of Party A, Party A has the right to request Party B to replace it. Party B must contact the same equipment as soon as possible to meet the normal use of Party A. Any expenses incurred during this period shall be borne by Party B. If due to natural reasons (force majeure such as rain or snow),

若由于自然原因（雨、雪等不可抗力），致使甲方不能正常施工，设备闲置超过 15 天，甲乙双方应各自承担该段时间租赁费的一半；少于 15 天的，产生的费用由乙方自行承担。	Ako zbog prirodnih razloga (više sile kao što je kiša ili sneg), Strana A nije u mogućnosti da normalno izvodi radove i oprema ne radi duže od 15 dana, Strana A i Strana B će snositi polovinu zakupa za taj period; Ukoliko je kraće od 15 dana, nastale troškove će sama snositi Strana B.	Party A is unable to carry out normal construction and the equipment is idle for more than 15 days, Party A and Party B shall each bear half of the lease fee for that period of time; If the duration is less than 15 days, the expenses incurred shall be borne by Party B on its own.
4.5 租赁开始后，每月的 15 号前，乙方与甲方机料科长、设备管理人员和现场负责人四方根据设备运转记录签单情况，统计签认上月机械租赁结算单，作为结算凭据。	4.5 Po početku zakupa, pre svakog 15. u mesecu, sastaće se Strana B sa direktorom odeljenja za mašine i materijale, menadžerom mehanizacije i odgovornim licem na gradilištu Strane A, će izvršiti proveru i potvrdu liste za predmetnu opremu u zakupu, napraviti i potpisati obračun za naplatu zakupa opreme koji će se posle koristiti kao dokaznica za naplatu.	4.5 After the start of the lease, before the 15th of each month, Party B and Party A, the head of the machinery and materials section, the equipment management personnel and the person in charge of the site, shall count and sign the last month's machinery rental settlement statement as a settlement based on the signing of the zero-rent equipment confirmation sheet.
五、乙方的义务： 5.1 乙方提供的租赁设备技术性能良好，手续齐全、且按期年检，符合本合同约定要求，且具备本合同约定用途的使用性能，交付甲方前应提交相关手续及检验报告。 乙方设备在租用期间，若技术状况低差，无法保证甲方正常生产需要，甲方有权要求乙方更换，乙方须尽快联系同等设备，满足甲方正常使用，	5.Obaveze Strane B: 5.1 Oprema koju omogućava Strana B mora biti tehnički u dobrom stanju, kompletnu dokumentaciju, redovan godišnji servis, da odgovara zahtevima ugovora, poseduje funckionalne mogućnosti za korišćenje predviđeno ovim ugovorom, pre predaje Strani A predati odgovarajuću dokumentaciju i izveštaje sa servisa. Za vreme korišćenja zakupljene opreme Strane B, ako dođe do tehničkih nedostataka usled	5. Party B's obligations: 5.1 The leasing equipment provided by Party B has good technical performance, complete procedures, and annual inspection on schedule, meets the requirements of this contract, and has the use performance for the purpose stipulated in this contract. The relevant procedures and inspection report shall be submitted before delivery to Party A.

期间发生的费用由乙方负担。 5.2 乙方承诺提供操作技术良好的操作人员，且持有操控该类设备证件、岗位许可证书齐全，并严格按照操作规程施工作业。如因操作人员手续资格不全，则由此造成的全部责任损失均由乙方承担。 5.3 随机操作人员在施工过程中应服从甲方负责人和施工技术人员（现场负责人）的现场协调指挥，随时待命，保证优质服务，文明生产。如操作人员消极怠工，甲方有权向乙方反映更换操作手，给甲方带来经济损失的，乙方承担全	kojih se ne mogu zadovoljiti normalne potrebe proizvodnje Strane A, Strana A ima pravo da zahteva od Strane B da izvrši zamenu, Strana B mora u najkraćem roku doći do opreme iste klase kako bi zadovoljila zahteve koršćenja Strane A, sve troškove koji se pojave u međuvremenu snosi Strana B. 5.2 Strana B se obavezuje da obezbedi veštog operatera, koji poseduje posebnu dozvolu potrebnu za upravljanje predmetnom opremom, kompletnu dokumentaciju i dozvolu za radno mesto, i da se strogo pridržava pravila za manevrisanje prilkolm izvođenja radova. U koliko dokumentacija o kvalifikaciji operatera nije potpuna, celokupnu odgovornost za gubitke prouzrokovane time snosi Strana B. 5.3 Operater će prilkom izvođenja radova postupati po uputama i direktivama odgovronih lica i tehničkog osoblja Strane A (odgovornih lica na gradilištu), biće u pripravnosnti, obezbedi će visokkvalitet usluge i dobru saradnju . Ako operater ne radi svoj posao odgovorno, Strana A ima pravo da obavesti Stranu B o promenu operatera, ukoliko je došlo do ekonomskih gubitka	During the rental period of Party B's equipment, if the technical condition of Party B is poor and cannot guarantee the normal production needs of Party A, Party A has the right to request Party B to replace it. Party B must contact the same equipment as soon as possible to meet the normal use of Party A, and the expenses incurred during the period shall be borne by Party B. 5.2 Party B promises to provide operators with good operating skills, complete with certificates for operating such equipment, and complete post permits, and to conduct construction operations in strict accordance with the operating procedures. If the operator's qualifications are not complete, then all the liability losses caused thereby shall be borne by Party B. 5.3 The operator shall obey the on-site coordination and command of the person in charge of Party A and the construction technician (person in charge of the site) during the construction process, and be on standby at any time to ensure high-quality service and civilized production. If the

部责任，经济损失在乙方租费内扣除。甲方有权要求更换操作人员。	Strane A, odgovornost u potpunosti snosi Strana B, ekonomski gubitak će se nadoknaditi odbijanjem od najmanine. Strana A ima pravo da zahteva promenu operatera.	operator is slack. Party A has the right to report to Party B that the replacement of the operator will bring economic losses to Party A, and Party B shall bear all the responsibilities, and the economic losses shall be deducted from the rental fee of Party B. Party A has the right to request the replacement of the operator.
5.4 负责设备的大、中、小维修工作。在租赁过程中的设备安装、调试、使用及验收所发生的一切费用均由乙方承担。乙方操作手做好设备的日常维修、保养，使设备保持良好状态，维修保养和配件费用由乙方负担。乙方应在不影响甲方工期进度的前提下更换或修复设备，如因维修保养不及时，影响甲方的工期进度，对甲方造成了损失，甲方有权立即解除合同，并由乙方承担因设备原因给甲方误工所造成的损失。	5.4 Obaveze malog, srednjeg i velikog servisa opreme. Sve troškove koji nastanu prilikom instalacije opreme, puštanja u rad i korišćenja tokom procesa zakupa snosi strana B. Operater opreme Strane B će obezbediti ispravno stanje opreme svakodnevnim održavanjem. Troškove održavanja i delova snosi Strana B. Strana B bi trebalo da propravke i održavanja opreme vrši sa preduslovom da time ne utiče na dinamiku radova, ukoliko neblagovremeno održavanje bude uticalo na rokove radova Strane A, i time pruzrokuje gubitke Strani A, Strana A ima pravo da u najkraćem roku prekine ugovor, a gubitke Strana A nastale zbog opreme koja je dovela do kašnjenja radova će snositi Strana B. 5.4.1 Strana B je odgovorna da	5.4 Responsibilities for large, medium and small maintenance of equipment. All expenses incurred in equipment installation, commissioning and use during the leasing process shall be borne by Party B. The operator of Party B shall do the daily maintenance and maintenance of the equipment to keep the equipment in good condition. The cost of maintenance and accessories shall be borne by Party B. Party B shall replace or repair the equipment without affecting the progress of Party A's construction period. If the maintenance is not timely, affecting Party A's construction period progress and causing losses to Party A, Party A has the right to terminate the contract immediately, and Party B shall be responsible for losses caused by lost work for

5.4.1 乙方负责提供符合机械设备要求的燃料。 5.5 乙方操作手应加强安全、法制方面的教育学习，自觉遵纪守法，认真填写设备运转记录。租用期间由于乙方操作人员的原因所造成的一切人身伤、残、亡和机械事故及由此给第三者造成的人身及财产伤(损)害，均由乙方承担，甲方不承担任何责任与费用，若因此导致甲方承担责任的，甲方有权向乙方追偿或直接从租赁费中扣除。 乙方的机械及人员未经甲方同意，不得擅自离开工地，若乙方擅自离开工地，一切后果均由乙方负责。乙方在工程施工期间应遵守甲方制定的规章制度、尊重监理及施工地民族习惯，如由此产生的不必要的纠纷，均由乙方承担责任并承担损失。如有违法乱纪、违约事件发生，一切法律及经济责任由乙方自负。	obezbedi odgovarajuće gorivo za opremu. 5.5 Operater Strane B bitrebalo da proširi obrazovanje u pogledu bezbednosno pravnih normi, da se svesno pridržava zakona, da uredno i pažljivo popunjava zapisnik o radu mašine. U slučaju da tokom perioda zajma operater Strane B prouzrokuje telesne povrede, smrt ili udes i ako usled toga dođe do povreda ili oštećenja (gubitaka) na vlasništvu treće strane, svaku odgovrnost i troškove snosi Strana B. Mašina i radnici Strane B ne smeju napuštati gradilište bez odobrenja Strane A, sve posledice snosi Strana B. Tokom izvršenja radova Strana B će poštovati pravila i propise koje je uspostavila Strana A, nadzora kao i navike naroda koji radi na gradilištu, ako usled ovoga dođe do nepotrebnih nesuglasica, Strana B će biti odgovorna i snosi će gubitke. U slučaju dogadjaja i delovanja koja su protivzakonita protivpropisna i narušavaju disciplinu i poredak, pravnu i ekonomsku odgovornost u poptpunosti preuzima sama Strana B.	Party A due to equipment reasons. 5.4.1 Party B is responsible for providing fuel that meets the requirements of machinery and equipment. 5.5 The operator of Party B shall strengthen the education and study of safety and legal system, consciously abide by the law, and fill in the equipment operation record carefully. All personal injury, disability, death and mechanical accident caused by the operator of Party B during the rental period and the personal and property injury (damage) caused to the third party shall be borne by Party B. Party B's machinery and personnel shall not leave the construction site without the consent of Party A. If Party B leaves the construction site without authorization, Party B shall be responsible for all consequences. During the construction of the project, Party B shall abide by the rules and regulations formulated by Party A, respect the supervision and the national customs of the people at the construction site, and shall be responsible and bear the losses for any

5.6 乙方在施工过程中，由于操作不当或机械状态等乙方责任原因产生的事故应由乙方负责全部责任，并承担一切经济损失。 5.7 乙方必须为其雇员购买意外伤害保险及其它国家规定的社会保险，为设备购买盗抢险等相关的财产保险。如第三人侵夺租赁机械，乙方有义务以所有人的身份追回，甲方应积极予以必要协助。 5.8 乙方设备必须保证仪表齐全且运行正常，水平运输机械里程仪表必须完好准确，乙方应每天详实填写设备运转记录，并交甲方机管部门签认和统计。	5.6 U slučaju da tokom izvođenja radova Strana B, usled ne pravilnog rukovanja mašinom, ili neipsravnosti mašine dovede do nesreće, Strana B će biti u poptpunosti odgovrna i snosiće sve troškove. 5.7 Strana B mora za svog zaposlenog da uplati posebno osiguranje od nezgoda i druga socijalna osiguranja koje ja država propisala, a za opremu da uplati osiguranje od rizika krađe i slična osiguranja imovine. Ukoliko treće lice nasilno preuzme opremu, Strana B ima obavezu da kao vlasnik povrati ukradenu robu, Strana A će se potruditi da pruži potrebnu pomoć i saradnju. 5.8 Oprema Strane B mora imati ispravne merne instrumente, mašina za transport mora da poseduje ispravan i precizno brojilo za pokazivanje kilometraže mašina koja se koriste za horizontalni transport, Strana B bi trebalo da vodi detaljnu svakodnevnu evidenciju o radu opreme, i da je preda organu Strane A na overu i popisivanje. 6.Obaveze Strane A:	unnecessary disputes arising therefrom. In the event of violations of laws and disciplines or breach of contract, all legal and economic responsibilities shall be borne by Party B. 5.6 In the event that during the performance of the works party B, due to improper handling of the machine or mulfunctioning on the machine leads to an accident, party b bears the responsibility and all costs. 5.7 Party B must purchase accident injury insurance and other social insurance stipulated by the state for its employees, and purchase relevant property insurance such as theft and rescue for equipment. If a third party seizes the leased machinery, Party B is obliged to recover it as the owner, and Party A should actively provide necessary assistance. 5.8 Party B's equipment must ensure that the instruments are complete and in normal operation, and the mileage instrument of the horizontal transportation machinery must be intact and accurate. Party B shall fill in the equipment operation record in detail every day, and submit it to Party A's machine management department for

六、甲方的义务： 6.1 在设备租赁期间，甲方必须保证乙方机械设备的停放安全和操作人员的人身安全。如由于乙方自身原因造成的人身、机械安全事故由乙方自行承担 6.2 甲方在设备的租赁期内享有设备的使用权，但不得将设备用于抵押和转租第三人使用。机械设备在甲方使用、租赁期间非因甲方原因导致的风险及责任（如查封、扣押、冻结、被盗或其他人为损坏等），甲方对此不承担责任。 6.3 乙方在甲方租赁期间，未经甲方同意，不得随意转移工地，如需转移工地必须经甲方书面同意，不得随意增加或拆除部件，一经发现，甲方有权终止合同并追究乙方责任。	6.1 Za vreme zakupa opreme, Strana A mora se mora pobrinuti za bezbedno smeštanje opreme i bezbednost radnika. Ako Strana B iz sopstvenih razloga prouzrokuje udes koji je ugrozio ljudsku fizičku ili mehaničku bezbednost, Strana B će snositi odgovornost. 6.2 Strana A ima pravo korišćenja opreme tokom zakupa, ali ne sme stavljati opremu pod hipoteku niti je iznajmljivati trećem licu na korišćenje. Prilikom korščenja opreme od Strane A, ukoliko tokom zakupa, dođe do rizika i opsanosti koja nije prouzrokovala Strana A (oduzimanje imovine, zamrzavanje imovine, krađa i drugi slični gubici), Strana A neće biti odgovorna. 6.3 Tokom zakupa, Strana B ne sme bez odobrenje Strane A da po nahođenju premešta opremu, ukoliko je potrebno premeštanje opreme potrebno je dobiti pismenu saglasnost Strane A, ne smeju se dodavati ili uklanjati delovi po sopstvenom nahođenju, u slučaju da se tako nešto otkrije Strana A ima pravo da obustavi ugovor i pozove Stranu B na odgovornost.	approval and statistics. 6. Party A's obligations: 6.1 During the equipment rental period, Party A must ensure the parking safety of Party B's machinery and equipment and the personal safety of operators. Such as personal and mechanical safety accidents caused by Party B's own reasons, Party B shall be responsible for it. 6.2 Party A shall have the right to use the equipment during the lease period of the equipment, but shall not use the equipment for mortgage or sublease to a third party. Party A shall not be responsible for the risks and liabilities (such as sealing up, seizure, freezing, theft or other man-made damages) of the machinery and equipment during the period of Party A's use and lease which are not caused by Party A's reasons. 6.3 During the lease period of Party A, Party B shall not arbitrarily transfer the construction site without the consent of Party A. If the construction site needs to be transferred, it must obtain the written consent of Party A, and shall not add or remove parts at will. Once found, Party A has the right to terminate the

6.4租赁使用期间，乙方应保证车辆、驾驶员的稳定性，未经甲方允许不得擅自更换，甲方认为不符合要求的除外。	6.4 Tokom zakupa, Strana B će obezbediti stabilnost opreme i radnika, neće po svom nahođenju i bez saglasnosti Strane A vršiti promene, osim u slučaju da Strana A smatra da ne odgovaraju zahtevima.	contract and investigate the responsibility of Party B. 6.4 During the rental period, Party B shall ensure the stability of the vehicle and driver, and shall not replace it without the permission of Party A, unless Party A believes that it does not meet the requirements.
6.5甲方有权对乙方提供的租赁机械、驾驶员进行检验和考评，经检验和考评不合格的，甲方有权要求退回，乙方应及时补齐机械设备和人员，检验和考评结果作为甲方支付租赁费的依据之一。甲方对检验和考评结果的认可，并减少或免除乙方依据合同应当承担的责任。	6.5 Strana A ima pravo da ispita i proveri opremu i zaposlenog vozača Strane B, u slučaju da se proverom utvrdi da nisu odgovarajući, Strana A ima pravo da ih vrati, Strana B će blagovremeno nadomestiti opremu i zaposlene, rezultati provera i ispitivanja čine jedan od osnova za plaćanje Strane A. U slučaju prihvatanja, umanjivanja ili odbijanja ispitivanja i provera Strana A, Strana B će prema ugovoru snositi odgovornost.	6.5 Party A has the right to inspect and evaluate the rental machinery and drivers provided by Party B. If the inspection and evaluation are unqualified, Party A has the right to request the return. Inspection and evaluation are one of the basis for the Party A to pay the rental fee. Party A recognizes the inspection and evaluation results, and reduces or exempts Party B's responsibilities according to the contract.
七、付款方式 甲方采取银行转账的方式进行付款，甲方将按照发票开具当日塞尔维亚国家银行的有效中间汇率以第纳尔支付，甲方在收取乙方发票后30天内支付到乙方指定账户。	7.Način plaćanja Strana A će plaćanje izvršiti putem bankovnog računa. Strana A plaća u dinarima prema važećem srednjem kursu Narodne banke Srbije na dan izdavanja računa.Strana A će da izvrši plaćanje u roku od 30 dana nakon prijema fakture od Strane B na račun naznačen od Strane B. Prilikom obračuna biće prisutan zakonski zastupnik Strane B ili njegov pisanim putem ovlašćeni	7. Payment method Party A shall pay by bank transfer. Party A will pay in dinars according to the effective intermediate exchange rate of the National Bank of Serbia on the day the invoice is issued.Party A shall make payment to the designated account of Party B within 30 days after receiving the invoice from Party B. At the time of settlement, the

结算时乙方法定代表人或其书面授权委托人到场，每次付款前，乙方向甲方提供符合甲方要求的增值税形式发票，并准确填写发票项目；因乙方增值税发票填写有误，造成甲方增值税抵扣税额损失的，由乙方全额进行赔偿。若乙方出具的发票为虚假发票或者套票，由此造成的偷税漏税等法律责任由乙方全部承担。	zastupnik. Strana B će Strani A dostaviti fakturu sa PDV-om u skladu sa zahtevima Strane A, takođe će pravilno popuniti fakturu; Ukoliko greška prilkom popunjavanja fakture od Strane B, prouzrokuje gubitak u povraćaju poreza Strane A, Strana B će nadoknaditi celokupni iznos. U slučaju da Strana B izda lažnu ili krivotvornu fakturu, time prouzrokovanu utaju poreza i sličnu pravnu odgovornost snosi Strana B.	legal representative of Party B or his in writing authorized representative shall be present. Before each payment, Party B shall provide Party A with a VAT invoice that meets Party A's requirements and fill in the invoice items accurately; If Party B's VAT invoice is incorrectly filled in, resulting in the loss of Party A's VAT return, Party B shall compensate in full. If the invoices issued by Party B are false invoices or sets of invoices, Party B shall be fully responsible for the legal liabilities such as tax evasion.
八、违约责任 8.1 乙方未能按甲方要求提供增值税发票的，应承担合同金额（含增值税）20%的违约金。 8.2 乙方所提供机械设备应符合本合同约定的技术和性能要求，因乙方提供设备不符合要求（如给甲方造成窝工超过4个小时以上的），视为乙方违约，应承担本合同总价1%的违约金，同时甲方有权单方解除合同。	8. Odgovornost za kršenje ugovora 8.1. Ukoliko Strana B ne dostavi fakture sa porezom na dodatu vrednost kako to zahteva Strana A, Strana B će snositi kaznu od 20% iznosa ugovora (uključujući PDV). 8.2 Strana B če dostaviti opremu u skladu sa porpisima i tehničkim zahtevima ovog ugovora. Ukoliko oprema koju je obezbedila Strana B ne ispunjava uslove (kao što je izazivanje kašnjenja u radu Strani A duže od 4 sata), to će se smatrati kršenjem ugovora od strane Strane B, a Strana B će snositi kaznu od 1 % od ukupne ugovorene cene. Istovremeno, Strana A ima pravo da jednostrano raskine ugovor.	8. Liability for breach of contract 8.1. If Party B fails to provide value-added tax invoices as required by Party A, Party B shall bear a penalty of 20% of the contract amount (including value-added tax). 8.2 The mechanical equipment provided by Party B shall meet the technical and performance requirements stipulated in this contract. If the equipment provided by Party B does not meet the requirements (such as causing work delay to Party A for more than 4 hours), it shall be deemed as a breach of contract by Party B, and Party B shall bear a penalty of 1% of

		the total contract price. At the same time, Party A has the right
	8.3 Rukovaoc Strane B je dužan u životnom prostoru i gradilištu Strane A poštuje propise Strane A, kao i da poseduje kvalifikacije za upravljanje mašinom i odgovrajaće dozovole. U slučaju da prilikom upravljanja mašinom operater Strane B nanese gubitke sebi ili trećoj strani, Strana B će snositi odgovornost., kao i sve time prouzrokovane gubitke Strane A, Strana B će osim odgovornosti za gubitke Strane A, nadoknaditi i sve time prouzrokovana i kašnjenja, povrede reputacije, troškove advokata i druge gubitke Strane A.	to unilaterally terminate the contract. 8.3 The operators provided by Party B shall abide by the rules and regulations of Party A in the living area and construction area of Party A, and have good operating ability and certificates required for relevant operations. Party B shall be responsible for the loss of itself or a third party caused by Party B's deployment of operators. Therefore, if Party A is jointly and severally liable for losses, Party B shall not only bear the losses of Party A, but also compensate Party A for the delay in construction period and reputation, attorney fees, etc. caused by this losses,
8.3 乙方所配备的操作人员，在甲方生活区及施工区应遵守甲方的规章制度，并具有良好的操作能力和相关操作所需的证件。因乙方配备操作人员造成的自身或第三方损失的由乙方自行承担责任，因此造成甲方被连带或承担损失的，乙方除承担甲方损失外，还应赔偿甲方因此造成的工期延误、名誉损失、律师代理费用等。	Strana A i Strana B će sprovesti svaki član ovog ugovora, osim u slučaju propisa ugovora o jednostranom prekidu ugovora, bez pismene sagalasnosti druge strane ni jedna strana ne moze menjati ili prekiunti ovaj ugovor u sred trajanja ugovora.	Party A and Party B must strictly perform the terms of this contract. Except for the circumstances stipulated in this contract that the contract can be unilaterally cancelled, neither party may change or cancel this contract midway without the written consent of the other party.
九、不可抗力	9.Viša sila 9.1 Potvrda više sile 9.1.1 Viša sila se odnosi na prirodne katastrofe i društvene vanredne situacije koje su nepredvidive od strane kupca i	9. Force Majeure 9.1.Confirmation of Force Majeure 9.1.1 Force majeure refers to natural disasters and social

9.1 不可抗力的确认 9.1.1 不可抗力是指买卖双方在订立合同时不可预见、在履行合同过程中不可避免并不能克服的自然灾害和社会性突发事件，如地震、海啸、瘟疫、洪涝、骚乱、暴动、战争及其它情形。 9.1.2 不可抗力发生后，甲方及乙方应及时认真统计所造成的损失，收集不可抗力造成损失的证据。 9.2 不可抗力的通知 在不可抗力事件发生后，当事方应尽快以书面形式通知对方，并于事件发生后15日内将有关部门出具的证明文件送对方审阅确认。 9.3 不可抗力的处理 9.3.1 双方应在7天内采取补救措施，达成进一步履行合同的协议。协商不成的向苏博蒂察法院提起诉讼。	prodavca prilikom sklapanja ugovora, neizbežne i nepremostive tokom izvršenja ugovora, kao što su zemljotresi, cunami, kuge, poplave, neredi i ratovi, epidemije zarazne bolesti. 9.1.2 Po dešavanju više sile, Strana A i Strana B će blagovremeno popisati gubitke prouzrokovane višom silom i sakupiti dokumentaciju o gubicima usled više sile. 9.2 Obaveštenje o višoj sili Nakon nastupanja više sile, ugovorne strane će pismenim putem obavestiti drugu stranu u najkraćem mogućem roku, i poslati sertifikovanu dokumentaciju koju su izdale relevantne službe drugoj strani na pregled i potvrdu u roku od 15 dana od dana nastanka događaja. 9.3 Suočavanje sa višom silom 9.3.1 Obe strane će u slučaju više sile preduzeti korektivne mere u roku od 7 dana i postići dogovor za dalje izvršavanje ugovora. Ako se ne postigne dogovor, obratiće se tužbom sudu u Subotici. 9.3.2 Nakon pojave više sile, obe strane će preduzeti mere da izbegnu i smanje gubitake koliko god je to moguće. Ako	emergencies that are unforeseeable by the buyer and seller when entering into the contract, unavoidable and insurmountable during the performance of the contract, such as earthquakes, tsunamis, plagues, floods, riots, wars and other events. 9.1.2 After the occurrence of force majeure, Party A and Party B shall promptly and seriously count the losses and collect evidence of losses caused by force majeure. 9.2 Notification of Force Majeure After the occurrence of a force majeure event, the parties shall notify the other party in writing as soon as possible, and send the certification documents issued by the relevant departments to the other party for review and confirmation within 15 days after the occurrence of the event. 9.3 Handling of Force Majeure 9.3.1 Both parties shall take remedial measures within 7 days and reach an agreement for further performance of the contract. In the event of an unsuccessful negotiation, a lawsuit will be filed in the Subotica court. 9.3.2 After the occurrence of force majeure, both Party A and

9.3.2 不可抗力发生后，甲乙双方均应采取措施尽量避免和减少损失的扩大，任何一方没有采取有效措施导致损失扩大的，应对扩大的损失承担责任。 9.3.3 合同一方当事人延迟履行合同责任，在延迟履行期间发生不可抗力的，不免除其合同责任。 十、法律和法规 10.1遵守法律和规定 在实施合同的整个过程中，供应商及其所有人员应遵守塞尔维亚政府颁布的法律和行政法规规定，及甲方为管理颁发的各项规章、规定。 10.2防止受贿及不正当竞争 为有利于合同的顺利实施和合同的正确履行，双方均不得向对方或对方经办人或其他相关人员索要、收受、提供、给予合同约定外的任何利益，包	bilo koja strana ne preduzme efikasne mere protiv povećanja gubitaka, ona će biti odgovorna za uvećane gubitke. 9.3.3 Ako jedna od ugovorenih strana odloži izvršenje ugovorne obaveze, ako dođe do više sile tokom kašnjenja u izvršenju, ugovorna obaveza neće biti izuzeta. 10.Zakon i propisi 10.1 Poštovanje zakona i propisa Tokom čitavog procesa sprovođenja ugovora dobavljač i svi njegovi zaposleni će se pridržavati zakona i administrativnih propisa koje su doneli državni i pokrajinski institucije vlade Srbijei , kao i različitih pravila i propisa donetih od strane A. 10.2 Sprečavanje podmićivanja i nepravedne konkurencije U cilu se olakšanja nesmetanog i pravilnog izvršenja ugovora, nijedna strana neće tražiti, prihvatiti, ponuditi ili dati bilo kakve pogodnosti osim onih koje su predviđene ugovorom od druge strane ili menadžera druge strane ili drugog relevantnog predstavnika, uključujući ali ne ograničavajući se na eksplicitne odbitke i skrivene odbitke,	Party B shall take measures to avoid and reduce the expansion of losses as much as possible. If either party fails to take effective measures to prevent the expand the losses, it shall be liable for the expanded losses. 9.3.3 If a party to the contract delays the performance of contractual responsibilities, and force majeure occurs during the delay in performance, its contractual responsibilities will not be exempted. 10. Laws and Regulations 10.1 Compliance with laws and regulations During the whole process of implementing the contract, the supplier and all its personnel shall abide by the laws and administrative regulations promulgated by the Serbian government, as well as the rules and regulations issued by Party A for management. 10.2 Prevention of bribery and unfair competition In order to facilitate the smooth implementation of the contract and the correct performance of the contract, neither party shall ask for, accept, offer or give any benefits other than those stipulated in the contract from the other party or the other party's manager or other relevant personnel, including

括但不限于明扣、暗扣、现金、购物卡、实物、有价证券、旅游或其他非物质性利益等。双方应严格禁止己方经办人员的任何商业贿赂行为。如因一方或一方经办人违反上述之规定，给对方造成损失的，应承担损害赔偿责任。	gotovinu, kartice za kupovinu, u naturi, hartije od vrednosti, putovanja ili druge nematerijalne beneficije. Obe strane će strogo zabraniti svako komercijalno podmićivanje od strane svojih rukovodioca. Ako jedna strana ili zastupnik jedne strane prekrši gore navedene odredbe i nanese štetu drugoj strani, snosiće odgovarnost za štetu.	but not limited to explicit deductions and hidden deductions, cash, shopping cards, securities, travel or other non-material benefits. Both parties shall strictly prohibit any commercial bribery by their own handlers. If one party or the agent of one party violates the above provisions and causes losses to the other party, it shall be liable for damages.
10.3 反虚假宣传 双方均清楚并愿意严格遵守塞尔维亚相关法律的规定，双方均有权就本合同所约定事项以约定方式在约定范围内进行真实、合理的使用或宣传，但不得涉及合同所约定的保密内容。双方在此承诺，未经对方事先书面同意而利用其商标、品牌及企业名称等进行商业宣传；虚构合作事项；夸大合作范围、内容、效果、规模、程度等，均属对本合同的违反，并可能因虚假宣传构成不正当竞争，守约方或被侵权人将保留追究相应法律责任的权利。	10.3 Obe strane su upoznate i saglasne da se strogo pridržavaju propisa relevantnih zakona Srbije, obe strane imaju pravo da da sve stavke ugovora na način i u okvirima definisanim ugovorom koriste ili distribuiraju, ali se ne sme ticati poverljivog sadržaja ugovora. Obe strane se obavezuju da koršćenje logo-a, bredna, memoranduma i slično u cilju promovisanja poslovanja; stvaranje lažnih polja saradnje, proširivanje okvira, sadržaja, rezultata i mere u kojoj je saradnja ostvarna, bez pismene saglasnosti druge strane predstavlja kršenja ovog ugovora, takođe ukoliko lažna promocija dovede do nelojalne konkurencije, strana koja je se pridržava ugovor ili lice čija su prava ugrožena zadržava pravo da se obrati relevantnom sudu.	10.3 Anti-false propaganda Both parties are clear and willing to strictly abide by the relevant laws of Serbia, and both parties have the right to use or publicize the matters stipulated in this contract in an agreed manner and within the agreed scope, but shall not involve the confidential content stipulated in the contract. Both parties hereby undertake that, without the prior written consent of the other party, using their trademarks, brands and corporate names for commercial promotion; fictitious cooperation matters; exaggerating the scope, content, effect, scale and degree of cooperation are all violations of this contract, false publicity may constitute unfair competition, and the abiding party or the infringed will

十一、争议的解决 本合同未尽事宜及争议，甲、乙双方应友好协商解决。如有纠纷，应根据塞尔维亚相关法律条款在 苏博蒂察法院解决。 十二、双方联系人及联系方式 甲方：联系人 邬琛 联系方式 +381698801591 乙方：联系人 lusaka 联系方式 0698561432 双方通过上述联系方式，就本合同有关事项向对方发送相关通知等，均视为有效送达与告知对方，无论对方是否实际查阅。	11. Rešavanje sporova Situacija koje nisu predviđene ovim ugovorom kao i nedoumice dve strane Strana A i Strana B će rešiti prijateljskim dogovorom. Ako dođe do nesuglasica, u skladu sa relevantnim članovima zakona Srbije, obratiće se sudu u Subotici za rešavanje spora. 12. Osobe za kontakt Strana A: osoba za kontakt Huan Čen Broj telefona: +381698801591 Strana B: osoba za kontakt dawei Broj telefona: 0698561432 Obe strane će na gore pomenuti način kontaktriati drugu stranu u vezi sa odgovarajućim stavkama ugovora, slati obaveštenja i slično, što će se smatrati kao validinim načinom predaje dokumenata i obaveštavanjem druge strane, bez obzira da li je druga strana zaista izvršila proveru čitanjem. 13. Druge stavke 13.1 Za vreme trajanja ugovora, osim u slučaju vanredne situacije, ni jedna od strana ne sme menjati broj bankovnog računa. Obe strane će u pismenoj formi slati obaveštenja, na strani za potpis	reserve the right to pursue the corresponding legal responsibility. 11. Dispute Resolution Matters and disputes not covered in this contract shall be settled through friendly negotiation between Party A and Party B. In case of disputes, they shall be resolved in the courts of Subotica in accordance with the relevant provisions of Serbian law. 12. Contact person and contact information of both parties Party A: Contact person Huan Chen Contact: +381698801591 Party B: Contact person dawei Contact:0698561432 Both parties sending relevant notices to the other party on matters related to this contract through the above contact information shall be deemed to be effectively served and notified to the other party, regardless of whether the other party actually consults. 13. Other agreements 13.1 During the performance of the contract, without special circumstances, both parties may not change the bank account number. The notice of both

十三、其他约定 13.1 在合同履行过程中，无特殊情况，双方不得变更银行账号。双方通知应以书面形式，签署页预留地址为双方确定的送达地址，该地址若发生变化应立即书面通知对方，在收到对方变更通知前，原地址仍视为送达地址，亦作为将来双方可能发生争议时法院的送达地址。	će biti ostavljeno mesto za obostranu potvrdu adrese, ukoliko dođe do promene adrese u najkraćem roku pismeno obavestiti drugu stranu, pre primanja obaveštanja o promeni adrese, stara adresa će se i dalje smatrati legitimnom adresom slanja, takođe u slučaju potencijalnih nesuglasica u budućnosti sud će koristiti navedenu adresu.	parties shall be in writing, and the address reserved on the signature page shall be the delivery address determined by both parties. If the address changes, the other party shall be notified in writing immediately. Unitl the notice is received the former address will be regarded as delivery address, and will be used as the court's address for service in the event of possible future disputes between the parties
十四、本合同一式肆份，如有争议，以英文版本为准. 甲方执叁份，乙方执壹份，双方签字并盖章之日起生效。	14. Ugovor je sastavljen u 4 istovetna primerka, Strana A zadržava 3, Strana B 1 primerak. U slučaju spora preovlađuje verzija na engleskom jeziku. Ugovor stupa na snagu na dan potpisivanja i overavanja obe strane.	14. This contract is made in four copies; Party A holds three copies and Party B holds one copy. In case of any dispute, the English version shall prevail. The contract shall come into effect from the date of signature and seal by both parties.

甲方：山东省路桥集团有限公司塞尔维亚分公司

Strana A: Shandong Luqiao Grouo CO.Ltd Ogranak Beograd

乙方：DOO KREMENCOOP, NOVI SAD

Strana B: DOO KREMENCOOP, NOVI SAD

法定代表人
或委托代理人：
Pravni zastupnik
Ili opunomoćeno lice :
Legal representative
Or authorized person
联系电话：0648648567
Telefon: 0648648567
Contact: 0648648567

法定代表人
或委托代理人：
Pravni zastupnik
Ili opunomoćeno lice :
Legal representative
Or authorized person
联系电话：0698561432
Telefon:0698561432
Contact: 0698561432

签署地点：苏博蒂察市

签署日期：
Mesto potpisivanja: Grad Subotica
Datum potpisivanja:
Signing place: City of Subotica
Signing date: